

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
AUSTIN DIVISION**

SINA 18, LLC,  
d/b/a Springhill Suites, Chester,

Plaintiff,

v.

CREWFACILITIES.COM, LLC,

Defendant.

Civil Action No. 1:23-cv-00809

**COMPLAINT**

Plaintiff, SINA18, LLC, a Virginia limited liability company, d/b/a SpringHill Suites, Chester (“**SINA18**” or “**Plaintiff**”), by counsel, states as follows for its Complaint (the “**Complaint**”) against the Defendant, CrewFacilities.com, LLC, a Texas limited liability company (“**CrewFac**” or “**Defendant**”, and collectively with SINA18, the “**Parties**”).

**INTRODUCTION**

1. This cause of action arises due to CrewFac’s unexcused, material breach of that certain services contract by and between CrewFac and SINA18, dated August 23, 2022 (“**August Contract**”) and superseded by that certain services contract by and between CrewFac and SINA18, dated November 4, 2022 (“**November Contract**” and collectively with the August Contract, the “**Contract**”), in which CrewFac agreed to pay SINA18 to allow CrewFac’s clients to stay overnight (“**Overnight Stay**”) in SINA18’s Springhill Suites hotel location in Chester, Virginia (the “**Hotel**”). True and accurate copies of the August Contract and the November Contract are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

2. Pursuant to the terms of the Contract, SINA18 provided Overnight Stays to CrewFac at a discounted rate in exchange for CrewFac booking and paying for Overnight Stays at the Hotel for its clients.

3. CrewFac, without just cause or excuse, repudiated and materially breached the terms of the Contract by failing to provide payment for the Overnight Stays provided by SINA18, as more particularly set forth *infra*.

### **PARTIES, JURISDICTION, AND VENUE**

4. SINA18, LLC is a Virginia limited liability company with a principal office at 15820 Woods Edge Road, South Chesterfield, Virginia 23824.

5. CrewFacilities.com, LLC is a Texas limited liability company with a registered office at 311 RR 620 South, Suite 107, Austin, Texas 78734.

6. SINA18's members are citizens of the Commonwealth of Virginia and the Commonwealth of Kentucky.

7. Upon information and belief, no members of CrewFac are citizens of the Commonwealth of Virginia or the Commonwealth of Kentucky.

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1332(a) as, upon information and belief, the members of Plaintiff and the members of Defendant do not reside in the same state, namely Texas, and the amount in controversy exceeds \$75,000.

9. This Court has subject matter jurisdiction over any state law claims asserted herein pursuant to the principles of supplemental jurisdiction under 28 U.S.C. § 1367.

10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and the choice of venue provision in the Contract, which states that "Any dispute that arises out of this Agreement and ancillary to this agreement shall be brought in a court of competent jurisdiction in Travis County, Texas." Contract, 6.

**FACTS**

11. Pursuant to the Termination section, found on page 6 of the November Contract, the November Contract superseded and replaced any and all prior contracts between the Parties, including the August Contract, and governs the relationship between SINA18 and CrewFac.

12. The Parties previously entered into the August Contract, under which CrewFac paid SINA18 over \$300,000.00 for Overnight Stays provided to CrewFac's clients from August through October 2022.

13. CrewFac began booking and paying for Overnight Stays for its clients pursuant to the August Contract on or about August 26, 2022.

14. The Parties subsequently executed the November Contract, and CrewFac began booking and paying for Overnight Stays for its clients under that Contract.

15. Pursuant to the Contract, SINA18 was to, *inter alia*, provide Overnight Stays to CrewFac's clients in exchange for CrewFac paying a discounted cost for those Overnight Stays.

16. In order for SINA18 to receive payment for the cost of the Overnight Stays, the Contract required SINA18 to submit folios to CrewFac "by uploading them into the facility portal every Monday for the prior period Monday to Sunday nights." Contract, 5.

17. CrewFac would not release the funds for the Overnight Stays "until all folios and statements . . . ha[d] been received and audited and approved by [CrewFac]." Contract, 5.

18. CrewFac began booking Overnight Stays for its clients on November 1, 2022.

19. From November 1, 2022 to January 23, 2023, CrewFac booked 1,735 Overnight Stays and, to date, has failed to pay approximately \$270,000.00 in funds associated with those Overnight Stays.

20. The full, undiscounted value of those 1,735 Overnight Stays was \$312,806.83.

21. SINA18 has timely and properly submitted all folios for Overnight Stays to CrewFac in accordance with the processes set forth in the Contract.

22. Despite SINA18 timely and properly submitting all folios for Overnight Stays, CrewFac has failed to remit payment for approximately \$270,000.00 in funds associated with Overnight Stays provide by SINA18 to CrewFac clients pursuant to the terms of the Contract.

**FIRST CLAIM FOR RELIEF**

*(Breach of Contract – Monetary Damages)*

23. SINA18 incorporates and realleges the foregoing allegations as if fully set forth herein.

24. Pursuant to the Contract, SINA18 agreed to provide, and CrewFac agreed to pay for, Overnight Stays at the Hotel for CrewFac’s clients.

25. The Parties evidenced their mutual assent to the essential terms of this arrangement through the Contract with the intent to be mutually bound.

26. The Contract contains adequate consideration, i.e. CrewFac was able to provide its clients with Overnight Stays at a discounted rate and SINA18 was potentially able to increase occupancy at the Hotel.

27. Pursuant to the Contract, as a condition precedent to receiving payment, SINA18 was required to submit folios to CrewFac for the cost of the Overnight Stays “by uploading [the folios] into the facility portal every Monday for the prior period Monday to Sunday nights.” Contract, 5.

28. CrewFac would not release the funds for the Overnight Stays “until all folios and statements . . . ha[d] been received and audited and approved by [CrewFac].” Contract, 5.

29. SINA18 has fulfilled all conditions precedent to receive payment under the Contract, including timely uploading the folios into the facility portal every Monday for the prior period Monday to Sunday nights.

30. Despite CrewFac booking 1,735 Overnight Stays, CrewFac has failed to remit payment for approximately \$270,000.00 in funds associated with Overnight Stays provide to its clients.

31. CrewFac's failure to remit payment for all of the Overnight Stays, as required by the Contract, is a material breach of the Contract.

32. SINA18 has performed all of its obligations under the Contract by providing the Overnight Stays at a discounted rate to CrewFac for CrewFac's clients' use, and all conditions precedent under the Contract to receive payment.

33. SINA18 has been damaged by CrewFac's failure to remit payment for approximately \$270,000.00, representing Overnight Stays provided to CrewFac's clients, but not reimbursed as agreed in the Contract.

34. As a result of CrewFac's breach of the Contract by failing to remit payment for the Overnight Stays, SINA18 is entitled to an award of its damages, costs, and reasonable attorneys' fees, as well as equitable relief.

**SECOND CLAIM FOR RELIEF**

*(Quantum Meruit – pled in the alternative)*

35. SINA18 incorporates and realleges the foregoing allegations as if fully set forth herein.

36. SINA18 provided approximately 1,735 Overnight Stays to CrewFac's clients from November 1, 2022 to January 23, 2023.

37. CrewFac booked, and its clients had the benefit of enjoying, these 1,735 Overnight Stays.

38. Given the number of Overnight Stays CrewFac booked and the cost associated with each Overnight Stay, of which CrewFac was aware, and given that CrewFac previously paid SINA18 over \$300,000.00 for a similar number of Overnight Stays from August through October 2022 under a previous, nearly identical contract, CrewFac had actual notice that SINA18 expected compensation for the cost of the Overnight Stays CrewFac incurred.

39. CrewFac failed to remit payment to SINA18 for approximately \$270,000.00 in funds associated with Overnight Stays provided to CrewFac's clients.

40. Without the discount extended to CrewFac as a benefit of the Contract, the 1,735 Overnight Stays SINA18 provided to CrewFac were valued at over \$300,000.00.

41. CrewFac has been unjustly enriched by enjoying the benefit of the Overnight Stays without remitting payment for the Overnight Stays, and SINA18 has been harmed because it provided CrewFac Overnight Stays that it could have otherwise sold at higher value.

WHEREFORE, Plaintiff prays the Court find that:

- A. CrewFac breached the Contract by failing to remit payment for the cost of all Overnight Stays to SINA 18;
- B. In the alternative, that CrewFac was unjustly enriched by enjoying the benefit of the Overnight Stays without remitting payment for all Overnight Stays to SINA18;
- C. For judgment against Defendant in the amount of \$270,000.00, plus interest and costs as allowed by law; or
- D. In the alternative, for judgment against Defendant in the amount of \$312,806.83, plus interest and costs as allowed by law;

E. For costs and reasonable attorneys' fees, as allowed by law; and

F. For such other and further relief as the Court may deem just and proper.

DATED: July 17, 2023

SINA18, LLC,  
d/b/a Springhill Suites, Chester

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